

## **DELETE THESE INSTRUCTIONS BEFORE FINALIZING CONTRACT**

### **INSTRUCTIONS FOR FORM CIP4.2.5 – ARCHITECT SCOPE OF WORK FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECTS**

**PURPOSE:** To attach to an A/E services contract (Form CIP4.2.3). For Scope of Work for Engineer, see Form CIP4.2.4. If a project manager/construction manager is used on the project, consult with him to complete the form if desired.

#### **ITEMS TO BE COMPLETED PRIOR TO EXECUTION:**

EXHIBIT A: Carefully review all of the phases to determine what should go in your specific contract. Not all of the items will be applicable. It is especially important that the design phase services for the ARCHITECT be spelled out. Those services will be different for each project. This form gives you an idea of what to consider.

For the bidding phase, the construction phase, and post-construction phase there are two alternative paragraphs - with and without a project manager/construction manager. **DELETE THE PARAGRAPH NOT APPLICABLE.**

EXHIBIT B: Insert the A/E key personnel and subcontractors.

EXHIBIT C: Insert the schedule of work.

EXHIBIT D: Insert payment schedule.

Attach the exhibit to Form CIP4.2.3.

**EXHIBIT A  
ARCHITECT SCOPE OF WORK  
FOR CONSTRUCTION MANAGER AT RISK PROJECT**

**A. GENERAL**

1. The Project is generally described as follows: [Insert Project Description]
2. GILBERT'S PM/CM for this project is [Insert Firm's name].
3. This project will be delivered using a Construction Manager at Risk (CM@R) method of procurement. The ARCHITECT will be responsible to coordinate and consult with the Project Manager/Construction Manager (PM/CM) and the CM@R during the design and construction of this project.
4. ARCHITECT shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services. ARCHITECT to provide a detailed scope of work to cover all aspects and disciplines necessary to provide a fully operational and functional facility.
5. The Agreement sets forth the design and construction budget for the Project. ARCHITECT shall complete Schematic Design, Design Development and Construction Documents, such that design and construction cost of the Project designed by ARCHITECT will not exceed the design and construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the design and construction budget or any approved revised design and construction budget. If at any time during the design of the Project it appears the cost of design and construction may exceed the design and construction budget, ARCHITECT shall immediately notify GILBERT. If the design and construction budget is exceeded, ARCHITECT shall value engineer the Project at no additional cost to GILBERT.
6. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to the PM/CM for inclusion in the overall Project documentation.
7. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
8. All designs and specifications prepared by ARCHITECT shall comply with the Americans with Disabilities Act, as determined by permitting agencies.

9. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the Specifications and Contract Documents, all costs will be borne by ARCHITECT.
10. ARCHITECT shall be required to comply with all requirements for the use of Federal Funds during design and construction of the Project if applicable.
11. Time is of the essence in this contract.

## **B. PRE-DESIGN PHASE**

### **1. PROJECT INITIATION**

#### **1.1 Upon final execution of the Contract with GILBERT, the ARCHITECT shall:**

- 1.1.1 Meet with GILBERT, PM/CM and CM@R to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The ARCHITECT will submit the schedule to the PM/CM. The PM/CM will produce the final scheduling format based on data furnished by ARCHITECT.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required GILBERT filing standards, analysis, report preparation, planning, Architectural Programming Phase, Schematic Design Phase, Design Development Phase and Construction Document Phase. Also identified will be Design Phase Milestone activities or dates, specific task responsibilities including presentations, CM@R and PM/CM estimates and required times for completion and additional definition of deliverables.

- 1.1.2 Review the developed work plan with GILBERT, PM/CM and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

- 1.1.3 Participate in a general Project kick-off meeting to include the ARCHITECT's appropriate subconsultants, GILBERT, GILBERT staff, PM/CM and CM@R, if applicable.

- 1.1.3.1 The project kick-off meeting will introduce key team members from GILBERT, the PM/CM, the CM@R and the ARCHITECT to each other defining roles and responsibilities relative to the Project.

- 1.1.3.2 Identify and review pertinent information and/or documentation necessary from GILBERT for the completion of the Project.

- 1.1.3.3 Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

- 1.1.3.4 Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 1.1.3.5 Review documentation of the project kick-off meeting prepared by PM/CM and comment prior to distribution.

- 1.1.3.6 PM/CM shall record and distribute Project Kick-off meeting minutes to all parties in attendance.

## **2. DEVELOPMENT OF ARCHITECTURAL PROGRAM (PROGRAMMING)**

- 2.1 Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes. The design of the Project shall take into consideration impacts of the Project on neighboring residential uses.
- 2.1.1 ARCHITECT shall identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
- 2.1.2 Develop and manage the design schedule.
- 2.1.3 ARCHITECT will assist PM/CM in conducting a minimum of (3) public information meeting at a location designated by GILBERT. ARCHITECT to provide renderings, sketches and other information to adequately communicate project information to the public.
- 2.1.4 Conduct Architectural program meeting with GILBERT's selected project stakeholders.
- 2.1.5 Develop an estimate of probable construction cost for the Project; estimates are to be based on the developed functional Architectural programs as approved by GILBERT.
- 2.1.6 The ARCHITECT shall continuously coordinate and work closely with the PM/CM and CM@R thru all phases of design and construction.

Estimates prepared by the ARCHITECT:

- 2.1.6.1 All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by GILBERT and their PM/CM.
- 2.1.6.2 Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
- 2.1.6.3 All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g. foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
- 2.1.6.4 The ARCHITECT's proposed cost format must be submitted to GILBERT for review and approval.

- 2.1.6.5 Subconsultants shall participate in the Design meetings as appropriate and shall provide input and feedback into the development of the cost estimate, when required.

### **3. SITE MASTER PLANNING**

- 3.1 Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:
  - 3.1.1 Conduct initial, intermediate and final community meetings to solicit feedback, comments, and concerns from the community.
  - 3.1.2 Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion.
  - 3.1.3 ARCHITECT shall have a soils report conducted by a licensed geotechnical engineer in the State of Arizona. The ARCHITECT shall design the foundation of the project in accordance with the soils report.
  - 3.1.4 Analyze the proposed site existing conditions relative to potential effect on master planning circulation, access, parking, constructability, facility expansion and future development potential.
  - 3.1.5 Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

### **4. MEETINGS**

During Architectural Programming Phase it is anticipated that approximately two (2) meetings per month will be convened between GILBERT, PM/CM, the ARCHITECT, the CM@R and other project stakeholders. Such meetings shall be held at GILBERT's Municipal Complex. Decisions made at such meetings and subsequently approved by GILBERT shall be binding. PM/CM shall record and distribute meeting minutes to all parties in attendance.

### **5. DELIVERABLES**

- 5.1 Upon completion of the Programming and Site Master Plan Phase the ARCHITECT shall provide the appropriate number of copies for the following:
  - 5.1.1 Functional and Architectural Programming Report
  - 5.1.2 Master Site Plan
  - 5.1.3 Estimate of probable construction cost

### **6. PRESENTATIONS**

- 6.1 The ARCHITECT along with their subconsultants, PM/CM and CM@R, if applicable, shall present the Programming Conceptual Design, studies, construction estimate and preliminary construction schedule to the project team, facilities review committee and user groups and shall make any other presentations as shall be reasonably required by GILBERT.
- 6.2 The programming conceptual design studies shall be revised within the program parameters until a final concept has been accepted and approved by GILBERT at no additional cost to GILBERT.

## **7. PROJECT CESSATION PROVISIONS**

Upon completion and review of the functional and Architectural Programming and Site Master Planning Phase, no further work shall be done unless and until GILBERT has given a written Notice to Proceed to the ARCHITECT to proceed with Schematic Design.

## **C. SCHEMATIC DESIGN (SD) PHASE**

The ARCHITECT shall proceed with Schematic Design upon written authorization from GILBERT. Schematic Design shall be prepared from the Programming Phase information and documents approved by GILBERT.

### **1. MEETINGS**

- 1.1 During the Schematic Design development it is anticipated that weekly meetings will convene between GILBERT, its PM/CM and the ARCHITECT to address specific design issues and to facilitate the decision making process. Such meetings shall be held at GILBERT's Municipal Complex. Decisions made at such meetings and subsequently approved by GILBERT shall be binding. PM/CM shall record and distribute meeting minutes to all parties in attendance.
- 1.2 ARCHITECT shall attend Pre-Application meeting with GILBERT Staff and prepare all required documents and exhibits.
- 1.3 ARCHITECT shall attend a minimum of two (2) Design Review Board Meetings and prepare all required documents and exhibits.
- 1.4 If the project is located within the Heritage District the ARCHITECT shall attend a minimum of two (2) Redevelopment Commission meetings and prepare all required documents and exhibits.
- 1.5 ARCHITECT shall make corrections as required, to reflect Design Review Board and/or Redevelopment Commission comments into the drawings, specifications and estimate. All such corrections will be made at no cost to GILBERT.

### **2. DELIVERABLES**

- 2.1 Upon completion of the Schematic Design Phase the ARCHITECT shall provide the appropriate number of copies for the following:

- 2.1.1 Schematic Design Drawings with alternates
- 2.1.2 Outline Specifications
- 2.1.3 A statement indicating changes made to the program/master plan
- 2.1.4 Schematic Design Drawings and Specifications to the PM/CM and CM@R for preparation of the Schematic Design Estimate.

### **3. PRESENTATIONS**

- 3.1 The ARCHITECT along with their subconsultants, PM/CM and CM@R shall present the detailed Schematic Design, construction estimate and preliminary construction schedule to the project team, facilities review committee and user groups and shall make any other presentations as shall be reasonably required by GILBERT.
- 3.2 The Schematic Design shall be revised within the program parameters until a final concept has been accepted and approved by GILBERT at no additional cost to GILBERT.

### **4. PERMITS**

Identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required.

### **5. PROJECT CESSATION PROVISIONS**

- 5.1 Upon completion of the Schematic Design Phase, GILBERT shall have the right to terminate this Agreement upon written notice of such termination to ARCHITECT.
- 5.2 GILBERT shall pay the ARCHITECT only the fee associated with the services provided for Schematic Design. All projects documents and plans shall become the property of GILBERT.

### **D. DESIGN DEVELOPMENT (DD) PHASE**

The ARCHITECT shall proceed with the Design Development phase upon written authorization by Gilbert. Design Development shall be prepared from the Schematic Design documents approved by GILBERT.

#### **1. MEETINGS**

During Design Development it is anticipated that weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at GILBERT's Municipal Complex. Documented decisions made at such meetings and subsequently approved by GILBERT shall be binding. PM/CM shall record and distribute meeting minutes to all parties in attendance.

#### **2. DELIVERABLES**

2.1 Upon completion of the Design Development Phase the ARCHITECT shall provide the appropriate number of copies for the following:

2.1.1 Design Development Drawings from all disciplines

2.1.2 Design Development Specifications from all disciplines

2.1.3 Design Development Drawings and Specifications to the PM/CM and CM@R for preparation of the Design Development Estimate.

### **3. PRESENTATION**

3.1 The ARCHITECT along with their subconsultants, PM/CM and CM@R shall present the detailed Design Development, alternates, construction estimate and preliminary construction schedule to the project team, facilities review committee and user groups and shall make any other presentations as shall be reasonably required by GILBERT.

3.2 The Design Development shall be revised within the program parameters until a final concept has been accepted and approved by GILBERT at no additional cost to GILBERT.

### **4. PERMITS**

Provide an update as to the status of all required permit application submittals and approvals.

### **5. PROJECT CESSATION PROVISIONS**

5.1 Upon completion of the Design Development Phase, GILBERT shall have the right to terminate this Agreement upon written notice of such termination to ARCHITECT.

5.2 GILBERT shall pay the ARCHITECT only the fee associated with the services provided for Design Development. All projects documents and plans shall become the property of GILBERT.

### **E. CONSTRUCTION DOCUMENTS (CD) PHASE**

The ARCHITECT shall proceed with the Construction Document phase upon written authorization from GILBERT. Construction Documents shall be prepared from Design Development Documents approved by GILBERT. The Construction Documents shall be for the purpose of the ARCHITECT submitting final documents to all Regulatory Agencies for permitting, after GILBERT's approval of the Construction Documents.

### **1. MEETINGS**

During the Construction Document development it is anticipated that weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the Municipal Complex in the Town of Gilbert. Documented decisions made at such meetings and subsequently approved by GILBERT shall be binding. PM/CM shall record and distribute meeting minutes to all parties in attendance.



## **2. DELIVERABLES**

- 2.1 Upon completion of the Construction Document Phase the ARCHITECT shall provide the appropriate number of copies for the following:
  - 2.1.1 Complete construction drawings from all disciplines necessary to deliver the project
  - 2.1.2 Complete specifications from all disciplines necessary to deliver the project
  - 2.1.3 Complete construction drawings and specifications to the PM/CM and CM@R for preparation of the final GMP.

## **3. PRESENTATION**

- 3.1 The ARCHITECT along with their subconsultants, PM/CM and CM@R shall present the detailed Construction Documents, final GMP and construction schedule to the project team, facilities review committee and user groups and shall make any other presentations as shall be reasonably required by GILBERT.
- 3.2 The Construction Documents shall be revised within the program parameters until a final concept has been accepted and approved by GILBERT at no additional cost to GILBERT.

## **4. PERMITTING**

- 4.1 Upon written authorization from GILBERT, submit construction drawings to all required Regulatory Agencies for approval.
- 4.2 Make corrections as required, to reflect regulatory agencies' back-check comments into the drawings, specifications and estimate. All such corrections will be made in a timely manner and at no cost to GILBERT.
- 4.3 Upon approval from all Regulatory Agencies, ARCHITECT shall provide to GILBERT any regulatory comments creating additional costs to the project and confirmation that the final design is within the project construction budget.
- 4.4 Upon approval from all Regulatory Agencies, ARCHITECT shall provide to GILBERT completed original mylars and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by GILBERT.
- 4.5 ARCHITECT to furnish a complete, itemized list of all submittal requirements.
- 4.6 ARCHITECT to furnish a complete, itemized list of all special inspections required.

## **5. GMP DEVELOPMENT PHASE SERVICES**

- 5.1 ARCHITECT shall support GILBERT's process after completion of the final submittal leading to the final Construction Documents and final GMP Proposal as follows:

- 5.1.1 ARCHITECT shall promptly answer questions relative to the Construction Documents or quantities.
- 5.1.2 ARCHITECT shall make any necessary corrections to the plans and specifications as required.
- 5.1.3 ARCHITECT shall coordinate with the CM@R and address issues raised prior to construction or during the subcontractor bid phase.

## **6. CONSTRUCTION PHASE SERVICES**

- 6.1 ARCHITECT shall participate in the Pre-Construction Conference. Meeting coordination and minutes shall be provided by PM/CM.
- 6.2 ARCHITECT shall participate in weekly construction meetings with GILBERT, PM/CM and CM@R. Meeting coordination and minutes shall be provided by PM/CM.
- 6.3 Upon receipt of the initial construction contract schedule and preliminary construction contract schedule, ARCHITECT shall review such schedules and provide comments to the PM/CM.
- 6.4 ARCHITECT shall review submittals submitted to PM/CM and forwarded to ARCHITECT, including but not limited to shop drawings, samples, product information, shop and mill test results, alternate products, O&M manuals and warranties for compliance with the Contract Documents. Upon review, submittals shall be marked with appropriate comments by ARCHITECT on six returned copies. Reviewed submittals shall be returned to the Contractor via the PM/CM for appropriate action within (21) days of the original submittal date from the Contractor.
- 6.5 ARCHITECT shall respond to Requests for Information forwarded to ARCHITECT by PM/CM. ARCHITECT shall issue, as necessary, written and verbal interpretations and clarifications of the Contract Documents. ARCHITECT shall prepare sketches to clarify Contract Documents where necessary. Responses shall be returned to the contractor, thru the PM/CM, within (7) days of the original submittal date by the Contractor.
- 6.6 If any errors are discovered in the plans and specifications, ARCHITECT shall issue supplemental drawings or details to clarify issues to the Contractor thru the PM/CM. ARCHITECT shall indicate if items are for clarification only or added scope (cost) to the Contractor. ARCHITECT shall not be compensated for such services.
- 6.7 ARCHITECT to review change order proposals for merit and scope and provide written recommendations to PM/CM for change orders.
- 6.8 ARCHITECT shall respond to requests from the PM/CM for recommendations regarding Work Change Directives. All design and engineering questions and revisions will be forwarded to ARCHITECT by PM/CM for ARCHITECT's recommendation.

- 6.9 ARCHITECT shall facilitate technical meetings with GILBERT, PM/CM, and/or Contractor regarding instrumentation and control or other highly technical equipment installation and operational issues.
- 6.10 ARCHITECT shall visit the site weekly or as required by the construction progress. All site visits shall be conducted by the appropriate discipline for the work in progress.
- 6.11 ARCHITECT will provide opinions and observations in writing to PM/CM regarding compliance with plans and specifications for improvements that are observed by the ARCHITECT at the time of the ARCHITECT's site visits. ARCHITECT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. Nor shall ARCHITECT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing work. Accordingly, ARCHITECT can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the Contract Documents. However, if ARCHITECT observes a construction means, method, technique, sequence or procedure which will delay the work or cause a defect in the work, ARCHITECT shall immediately report such information to PM/CM.
- 6.12 All site visits shall be documented by written and dated ARCHITECT's Field Report. Issues requiring action by the ARCHITECT or its consultants shall also be recorded, dated and appended to the ARCHITECT's Field Report. The ARCHITECT shall provide at least a draft copy to the PM/CM at the site on the same day of the site visit and provide the final version within 3 working days.
- 6.13 ARCHITECT shall perform all Special Inspections as required by the contract documents.
- 6.14 ARCHITECT will be responsible for monitoring of preliminary equipment start-up. Start up will generally follow the procedure outlined in the Contract Documents. ARCHITECT shall be responsible for determining existing process operational modifications to facilitate start up of new facilities and monitor the initial process settings and initial equipment operation.
- 6.14.1 ARCHITECT shall be responsible for evaluating initial process operations and Contractor's preliminary equipment testing and seven day process testing.
- 6.14.2 ARCHITECT will be responsible for monitoring all phases of start up.
- 6.15 ARCHITECT will review as-built drawings throughout the construction phase to insure that they are updated monthly and current. A final review of the completed as-built documents will be provided by the CM@R thru the PM/CM. As-builts shall be submitted to PM/CM on 4 mil mylars for their review and certification.

## **7. POST CONSTRUCTION PHASE SERVICES**

- 7.1 ARCHITECT with assistance from GILBERT and PM/CM shall perform a final project inspection. ARCHITECT shall prepare a final punch list and forward to the PM/CM for attachment to the Certificate of Substantial Completion.
- 7.2 ARCHITECT shall perform back checks of the punch list until all items are complete.
- 7.3 ARCHITECT shall provide recommendation for issuance of Substantial and Final Completion of the project to GILBERT.
- 7.4 ARCHITECT shall respond to warranty issues as needed for a period of 1 year after final acceptance of the project. ARCHITECT shall schedule and conduct a warranty inspection 10 months after final acceptance of the Project with GILBERT and Contractor.
- 7.5 ARCHITECT shall continue to provide services related to change orders during the Post-Construction Phase.
- 7.6 At the conclusion of the Project, ARCHITECT shall prepare final project cost and close-out reports. ARCHITECT shall submit all project documents electronically to GILBERT in (1) complete package.

**EXHIBIT B**  
**KEY PERSONNEL AND SUBCONTRACTORS**

ARCHITECT KEY PERSONNEL:

SUBCONTRACTORS:

## **EXHIBIT C SCHEDULE OF WORK**

- A. Promptly after the execution of this Agreement, the ARCHITECT shall prepare and submit to GILBERT for approval a Schedule of Work showing the order in which ARCHITECT proposes to carry out ARCHITECT's work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. ARCHITECT shall update the Schedule of Work on a monthly basis and deliver to GILBERT along with the monthly billing.
- B. ARCHITECT shall complete all work and services required under for the Pre-Design and ARCHITECTURAL Program scope within \_\_\_\_ working days after written authorization from GILBERT to proceed.
- C. ARCHITECT shall complete all work and services required under for the Schematic Design scope within \_\_\_\_ working days after written authorization from GILBERT to proceed.
- D. ARCHITECT shall complete all work and services required under the Design Development scope within \_\_\_\_ working days after receipt of a written authorization from GILBERT to proceed.
- E. ARCHITECT shall complete all work and services required under Construction Document scope up through and including the Substantial Completion stage within \_\_\_\_ working days after receipt of a written authorization from GILBERT to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
- F. ARCHITECT shall proceed with all work and services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by GILBERT.
- G. The durations stated above include the review periods required by GILBERT and all other regulatory agencies.
- H. All times to complete tasks set forth in this Exhibit are of the essence. If delays in schedules are imposed by GILBERT's inability to comply with requested meeting schedules, ARCHITECT shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by GILBERT.

## **EXHIBIT D PAYMENT SCHEDULE**

### **A. COMPENSATION**

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the ARCHITECT's hours and fee estimate for the Project. ARCHITECT's fee shall not exceed the amounts:

Description	Amount
a. Pre-Design and Architectural Programming	_____
b. Schematic Design	_____
c. Design Development	_____
d. Construction Document	_____
e. Bid and Award Phase	_____
f. Construction Phase	_____
g. Post Construction Phase	_____

### **B. METHOD OF PAYMENT**

Invoices shall be on a form and in the format provided by GILBERT and are to be submitted to GILBERT via PM/CM, if applicable.

### **C. REIMBURSABLE COSTS**

ARCHITECT will be reimbursed for expenses up to a maximum amount of \$ \_\_\_\_\_.  
The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at \_\_\_\_ cents per mile. Any out of state travel must receive prior approval of GILBERT.)
2. Costs of printing, as required by the contract.

All reimbursable costs must be submitted with monthly bill.

**EXHIBIT E**  
**CHANGE ORDER NO. \_\_\_\_\_**  
**(A/E and/or PM/CM)**

PROJECT:  
DATE:  
OWNER: Town of Gilbert  
PROJECT NO:  
CONTRACT NO:  
CONTRACT DATED:  
A/E: (Name)  
PM/CM: (Name)

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

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COST/TIME: Original CONTRACT SUM: \$ \_\_\_\_\_  
Previously Authorized CHANGE ORDERS: \$ \_\_\_\_\_  
CONTRACT sum prior to this CHANGE ORDER: \$ \_\_\_\_\_  
CHANGE ORDER # Amount: \$ \_\_\_\_\_  
**New CONTRACT SUM:** \$ \_\_\_\_\_

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

A/E \_\_\_\_\_  
(Name) (Date)

PM/CM \_\_\_\_\_  
(Name) (Date)

GILBERT: \_\_\_\_\_  
(Name) (Date)

Not valid until signed by GILBERT and/or A/E and/or PM/CM. Signature of A/E and/or PM/CM indicates acceptance, including CONTRACT SUM and CONTRACT TIME.